

Fee Hunting in Alabama

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As summer draws to a close each year, many hunters begin making preparations for the upcoming season. Their number one concern is usually where they are going to hunt. Approximately 95 percent of timberland in Alabama is owned by private landowners and because of the recent slump in timber prices, many landowners are looking for other ways to increase economic returns from their property. By leasing access to their land, landowners can receive a dependable yearly income. Although the hunter has access to the property, the wildlife resource is ultimately owned by the state.

The first question that many landowners often ask is, "How much can I make by leasing the hunting rights on my property?" There are a variety of factors affecting lease values including: location, total acreage, proximity to urban areas, availability of public hunting land in the vicinity, stand diversity, permanent openings, and adequate roads on the property. Housing and access to water, such as riverfront or ponds, may also increase lease prices.

Types of Fee Hunting

The two primary types of fee hunting on private property are leases and day hunting operations. Leases may be annual leases, multiple year leases, or seasonal leases such as spring turkey hunting. Short-term leases can sometimes lead to problems because the hunters do not have a vested interest in the property and may seek to maximize harvest of particular game species or otherwise exploit the resource. Hunters who know that they will be able to keep the lease for several years have a tendency to improve the property and not over-harvest game.

Day hunting is another option available to landowners, but the disadvantages usually outweigh the advantages. The disadvantages of day hunting are that the landowner may not know the persons on the property very well, and the high turnover rate makes it difficult to hold

individuals accountable for gates left open, litter, and irresponsible harvests. Day hunting can also require substantial expenditures for advertising.

Lease Prices

Lease prices in Alabama are primarily determined by the quality of bucks taken in a particular region, although higher deer densities may also drive prices upward. The leases that fetch the highest prices are tracts that have a combination of pine plantations, mature hardwoods, multiple food plots, and are close to an urban area.

Prices also increase when several species can be hunted on the property. White-tailed deer and turkeys are the primary species of interest to hunters, but lease prices can increase if additional opportunities exist to hunt ducks, quail, doves, squirrels, rabbits or hogs. Riverfront properties and tracts with ponds on them provide year-round opportunities for fishing which may help to increase revenue generated by the lease. Lodging on the property may increase the lease price up to five dollars per acre. On properties leased by non-resident hunters, some landowners will plant all of the food plots and add this into the cost of the lease.

Historically, lease prices have risen with the abundance of deer populations and deer hunters. This increasing demand for a limited resource has led to a gradual increase in lease fees over the years. The pricing of leases is usually determined on a per-acre basis and varies with where in the state the land is located. Lease prices are lowest in northern and southeastern Alabama and highest in the Blackbelt Region of west-central Alabama. Leases in north Alabama generally range from one to four dollars per acre, and from three to four dollars per acre in the southernmost portions of the state. The Blackbelt Region consistently produces the largest bucks and subsequently, lease prices can bring \$20-25 per acre on the best properties although \$8-12 per acre is more common.

Liability

Landowners have many concerns when leasing out their land. Loss of land control and game over-harvest are two major reasons that property owners choose not to lease their land, but accident liability is probably the greatest concern they face. Landowners have a certain degree of responsibility for anyone on their property, whether they are invited or not. However, they can reduce liability risks by identifying hazards and taking steps to get rid of them, or by alerting hunters on the property of the hazards' existence. Single-cable gates have often been the cause of injury to people riding all-terrain vehicles (ATVs). These gates should be marked with signs for easy observation or enclosed in PVC pipe. The boundaries of the property should be posted, and any hazards to children, such as old refrigerators or open wells, should be removed or covered.

In Alabama, hunters are required to have written authorization from the landowner regardless of whether they are leasing the land or are invited to hunt on the property as friends and family. Landowners may also require hunting clubs to purchase liability insurance coverage and list themselves as co-insured.


Ways to Improve the Quality of Your Property for Leasing

There are several ways for a landowner to improve the property to provide a more enjoyable hunting experience and increase revenue. The first step is to manage the habitat properly through prescribed burning and thinning of pine plantations when mature enough. Next, provide enough permanent openings and food plots to help sustain healthy wildlife populations. Maintain mature hardwood stands and streamside management zones. Also, a good road system allows access to shooting stands located throughout the property and ultimately increases the value of the lease.

It usually helps increase the asking price for a lease if the landowner already

has shooting stands erected on the property. Also, hunters will pay more to harvest mature bucks; therefore limiting the harvest of young bucks will improve hunting in upcoming seasons. This may be accomplished through setting antler restrictions

and limits on the number of bucks harvested. Reducing the number of hunters on the property can also improve the quality of the hunting experience and make it easier for the landowner to get to know the hunters.

The Alabama Forest Owners Association website provides an interface for landowners and hunters to contact one another. Landowners may post their information for a minimal charge at www.alabamaforestowners.com. 

LESSEES' INSPECTION OF PROPERTY

7. LESSEES further state that they have inspected the described property and have found the premises to be in an acceptable condition and hereby waive any right to complain or to recover from LESSOR in the future relating to the condition of the lease property or any improvements located thereon.

INDEMNIFICATION

8. LESSEES agree to protect and defend indemnity and hold LESSOR blameless from any and all liability, loss, damage, personal injury (including death), claims, demands, causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties arising in connection herewith in favor of: 1) any LESSEES hereto; 2) any employees of LESSEES; 3) any business invitees of LESSEES; 4) any guests of LESSEES; and 5) any person who comes to the lease premises with the expressed or implied permission of LESSEES.

[NOTE: This liability release must be on the same page as the signatures, and it is the landowner's responsibility to ensure that each lessee has read and understood its meaning.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be properly executed this _____ day of _____, 20 ____.

[NOTE: If the hunting group is not incorporated, each member should sign the lease agreement.]

LESSOR:

LESSEES:

1. _____
2. _____
3. _____
4. _____

SAMPLE SEASON HUNTING LEASE

[This form may also serve as a lease for a longer period of time.]

STATE OF ALABAMA

COUNTY OF: _____

This Hunting Lease Agreement is made by an between _____ [Landowner] hereinafter called LESSOR and _____ [Hunters or Hunting Club] hereinafter called LESSEES.

GAME TO BE HUNTED AND COMPLIANCE WITH LAW

1. LESSOR does hereby lease to LESSEES, for the purpose of hunting white-tailed deer during the season established and in accordance with the laws, rules, and regulations of the Alabama Department of Conservation and Natural Resources, Division of Game and Fish, the following described premises located in _____ County, Alabama:

[Place legal description of property here.]

TERM OF LEASE

2. The term of this lease is for the 20 ____ white-tailed deer season, which season is scheduled to begin on or about the _____ day of November and ending on or about January 31, 20 ____.

PAYMENT

3. The consideration to be paid by LESSEES to LESSOR at _____ County, Alabama, is \$ _____ in cash, one-half of the total to be paid on or before _____, 20 ____ and the balance to be paid on or before _____, 20 ____; Failure to pay the second installment shall thereupon terminate and cancel the lease and the amount already paid shall be forfeited as liquidated damages for the breach of the agreement. If LESSEES default in the performance of any of the covenant or conditions hereof, then such breach shall cause an immediate termination of this lease and a forfeiture to LESSOR of all rentals prepaid. In the event that a lawsuit arises out of or in connection with this lease agreement and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs but also reasonable attorney's fees expended in the matter.

FORFEITURE

4. In the event any hunter in the hunting club paying consideration for this lease fails to execute the same, then those hunter s executing the agreement shall be deemed as agents for such other hunters and responsible for all obligations hereunder imposed upon each individual member of the party. Violation of any agreement or obligation herein by any member of the hunting club shall cause the lease, at the request of the LESSOR, thereupon to cease and terminate as to the entire group, and all rights granted hereunder will be forfeited.

LESSOR'S USE OF THE PREMISES

5. LESSEES understand and agree that the premises is not leased for agricultural and grazing purposes. LESSOR reserves the right in himself/herself, his/her Agents, Contractors, Employees, Licensees, Assigns, Invitees, or Designees to enter upon any or all of the land at any time for any purpose of cruising, marking, cutting, or removing trees and timber or conducting any other acts relating thereto, and no such use by LESSOR shall constitute a violation of this lease. LESSEES and LESSOR further agree to cooperate so that the respective activities of one will not unduly interfere with the other.

LESSEES' LIABILITY

6. LESSEES shall take proper care of the lease property, the dwellings, and all other improvements located thereon, and shall be liable to LESSOR for any damage caused to domestic livestock, fences, roads, or other property of LESSOR due to the activities of LESSEES or their guests exercising privileges under this lease.

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